

CHAPTER NO. 156

HOUSE BILL NO. 735

By Representative Hargett

Substituted for: Senate Bill No. 1079

By Senator Ketron

AN ACT to amend Tennessee Code Annotated, Title 66, Chapter 28, relative to the Uniform Residential Landlord and Tenant Act.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 66-28-104(13), is amended by deleting subdivision (B) in its entirety, and by redesignating the remaining subdivision accordingly.

SECTION 2. Tennessee Code Annotated, Section 66-28-301(b), is amended by deleting such subsection in its entirety and by substituting instead the following language:

(b) Within ten (10) business days of the termination of occupancy but prior to any repairs or cleanup of the premises:

(1) The landlord shall inspect the premises and compile a comprehensive listing of any damage to the unit which is the basis for any charge against the security deposit and the estimated dollar cost of repairing such damage. The tenant shall then have the right to inspect the premises to ascertain the accuracy of such listing. The landlord and the tenant shall sign such listing, which signatures shall be conclusive evidence of the accuracy of such listing. If the tenant refuses to sign such listing, the tenant shall state specifically in writing the items on the list to which the tenant dissents, and shall sign such statement of dissent; or

(2) If the tenant has moved or is otherwise inaccessible to the landlord and if at least ten (10) days before the lease termination date the landlord has given the tenant written notice of the tenant's right to schedule a mutual inspection of the subject premises with the landlord during normal business hours and the tenant has not contacted the landlord prior to vacating the premises or the tenant has waived in writing such right of inspection, the landlord shall then inspect the premises and compile a comprehensive listing of any damage to the unit which is the basis for any charge against the security deposit and the estimated dollar cost of repairing such damage. The landlord shall then mail a copy of the listing of damages and estimated cost of repairs to the tenant at the tenant's last known mailing address. After mailing such copy of the listing of damages and estimated cost of repairs to the tenant, the landlord may begin to prepare the unit for occupancy.

SECTION 3. Tennessee Code Annotated, Section 66-28-305, is amended by deleting such section in its entirety and by substituting instead the following language:

§ 66-28-305.

Unless otherwise agreed, a landlord who conveys premises that include a dwelling unit subject to a rental agreement in good faith sale to a bona fide purchaser, landlord and/or agent is relieved of liability under the rental agreement and this chapter as to events occurring subsequent to written notice to the tenant of the conveyance and transfer of the security deposit to the bona fide purchaser.

SECTION 4. Tennessee Code Annotated, Section 66-28-401(5), is amended by deleting such subdivision in its entirety and by substituting instead the following language:

(5) Act and require other persons on the premises with the tenant's or other occupants' consent to act in a manner that will not disturb the neighbors' peaceful enjoyment of the premises.

SECTION 5. Tennessee Code Annotated, Section 66-28-405, is amended by deleting such section in its entirety and by substituting instead the following language:

§ 66-28-405

(a) The tenant's unexplained and/or extended absence from the premises for thirty (30) days or more without payment of rent as due shall be prima facie evidence of abandonment. The landlord is then expressly authorized to re-enter and take possession of the premises.

(b)

(1) The tenant's nonpayment of rent for fifteen (15) days past the rental due date together with other reasonable factual circumstances indicating the tenant has permanently vacated the premises, including but not limited to, the removal by the tenant of substantially all of the tenant's possessions and personal effects from the premises, or the tenant's voluntary termination of utility service to the premises shall also be prima facie evidence of abandonment.

(2) In such cases, the landlord shall post notice at the rental premises and also send such notice to the tenant by regular mail, postage prepaid, at the rental premises address, such notice to state:

(A) The landlord has reason to believe that the tenant has abandoned the premises;

(B) The landlord intends to re-enter and take possession of the premises unless the tenant contacts the landlord within ten (10) days of the posting and mailing of such notice;

(C) If the tenant does not contact the landlord within such ten-day period, the landlord intends to remove any and all possessions and personal effects remaining in or on the premises and to re-rent the dwelling unit; and

(D) If the tenant does not reclaim such possessions and personal effects within thirty (30) days of the landlord taking possession thereof, the landlord intends to dispose of the tenant's possessions and personal effects as provided for in subsection (c).

(3) Such notice shall also include a telephone number and a mailing address at which the landlord may be contacted.

(4) If the tenant fails to contact the landlord within ten (10) days of the posting and mailing of such notice, the landlord may re-enter and take possession of the premises. If the tenant contacts the landlord within ten (10) days of the posting and mailing of such notice and indicates the tenant's intention to remain in possession of the rental premises, the landlord shall comply with the provisions of this chapter relative to termination of tenancy and recovery of possession of the premises through judicial process.

(c) When proceeding under either subsection (a) or (b), the landlord shall remove the tenant's possessions and personal effects from the premises and store such personal possessions and personal effects for not less than thirty (30) days. The tenant may reclaim such possessions and personal effects from the landlord within such thirty-day period. If the tenant does not reclaim such possessions and personal effects within such thirty-day period, the landlord may sell or otherwise dispose of the tenant's possessions and personal effects and apply the proceeds of the sale to the unpaid rents, damages, storage fees, sale costs and attorney's fees. Any balances are to be held by the landlord for a period of six (6) months after the sale.

SECTION 6. This act shall take effect upon becoming a law, the public welfare requiring it.

PASSED: April 21, 2005


JIMMY RAIFEH, SPEAKER
HOUSE OF REPRESENTATIVES


JOHN S. WILDER
SPEAKER OF THE SENATE

APPROVED this 9th day of May 2005


PHIL BREDESEN, GOVERNOR